MINTZ LEVIN

Michael H. Pryor | 202 434 7365 | mhpryor@mintz.com

701 Pennsylvania Avenue, N.W.
Washington, D.C. 20004
202-434-7300
202-434-7400 fax
www.mintz.com

April 22, 2008

Via ECFS

Marlene H. Dortch
Secretary
Federal Communications Commission
445 12th Street, SW
Washington, D.C. 200554

Re: Notice of Ex Parte Presentation -WC Docket No. 08-23, *In the Matter of AT&T ILECs Petition for Declaratory Ruling*

On April 21, 2008, Alexandra Wilson, Vice President of Public Policy and Regulatory Affairs, Cox Enterprises, Marvel Vigil, Vice President, Exchange Carrier Relations, Cox Communications (attending by phone), Megan Delany, Vice President and Senior Counsel, Federal Government Relations, Charter Communications, Mary McManus, Senior Director, FCC and Regulatory Policy, Comcast Corporation (Comcast), Beth Choroser, Senior Director of Regulatory Compliance, Comcast Cable Communications, Richard Metzger, counsel for Comcast, and the undersigned (collectively, "parties") jointly met with Dana Shaffer, Randy Clark, Marcus Maher, Albert Lewis, Christi Shewman, Deena Shetler, and Lynn Engledow of the Wireline Competition Bureau.

The parties discussed their concerns with AT&T's request for a declaratory ruling interpreting one of the conditions adopted by the FCC in the AT&T/BellSouth merger. Consistent with their comments in the above-captioned proceeding, the parties explained that bill and keep does not constitute state-specific pricing and that the merger condition was not subject to the limitations contained in the FCC's rules implementing section 252(i) of the Communications Act. The parties distributed copies of the ex parte letter and interconnection agreement submitted by Cox in this docket on April 3, 2008, which is attached hereto, and explained that the agreement affirmed that bill and keep is not a state-specific pricing term.

Sincerely,

Michael Pryor

Michael Pryor

Counsel for Cox Communications

Enclosure

cc: Dana Shaffer (via email)

Randy Clark (via email)
Marcus Maher (via email)
Albert Lewis (via email)
Christi Shewman (via email)
Deena Shetler (via email)
Lynn Engledow (via email)

MINTZ LEVIN

Michael H. Pryor | 202 434 7365 | mhpryor@mintz.com

701 Pennsylvania Avenue, N.W.
Washington, D.C. 20004
202-434-7300
202-434-7400 fax
www.mintz.com

April 3, 2008

Via ECFS

Marlene H. Dortch
Secretary
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

Re: Notice of Ex Parte Presentation - WC Docket No. 08-23, *In the Matter of AT&T ILECs Petition for Declaratory Ruling*

Dear Secretary Dortch:

Cox Communications ("Cox"), Charter Communications, and Comcast Corporation met with staff of the Wireline Competition Bureau on Wednesday, March 19, 2008 to discuss AT&T's petition for a declaratory ruling.[1/] The petition seeks several rulings related to a merger condition adopted by the FCC as part of AT&T's merger with BellSouth. The condition requires AT&T to allow requesting carriers to adopt any AT&T interconnection agreement in any state, subject to state-specific pricing. Among other matters, AT&T's petition seeks a ruling that bill and keep provisions and interconnection facilities cost-sharing arrangements are state-specific pricing terms and thus exempt. The Wireline Competition Bureau staff asked if we were aware of any examples of bill and keep provisions being ported under similar merger conditions adopted as part of the SBC/Ameritech or GTE/Verizon mergers that also excluded state specific pricing. Cox did port such an agreement, as described below.

In 2002, Cox adopted in Virginia a California agreement between Verizon and Sprint[2/] pursuant to Section 252(i) and GTE/Bell Atlantic Merger Conditions.[3/] Among the conditions

---

1/ *See* Ex Parte Notice of Cox Communications, Charter Communications, and Comcast, WC Docket No. 08-23, *In the Matter of AT&T ILECs Petition for Declaratory Ruling* (filed Mar. 19, 2007).

2/ *See e.g.*, Letter from Verizon South to Donald L. Crosby, Senior Counsel, Cox Virginia Telcom, Inc. dated August 16, 2002, attached hereto as Attachment 1a (Verizon Adoption Letter); Letter from Carrington Phillip, Cox Communications, Inc. to Verizon, dated August 19, 2002 (Cox Adoption Letter), attached hereto as Attachment 1b. Cox and Verizon each filed adoption letters as they were unable to agree on certain issues not relevant here.

3 *Application of GTE Corp., Transferor, and Bell Atlantic Corp., Transferee, For Consent to Transfer Control of Domestic and International Sections 214 and 310 Authorizations and Application to Transfer Control of a Submarine Cable Landing License*, Memorandum Opinion and Order, 15 FCC Rcd 14032, 14171-75, ¶¶ 300-05, 14310-11, App. D at ¶¶ 31, 32. (2000) ("Bell Atlantic/GTE Merger Order").

adopted in that merger was a requirement that the merged firm make available any negotiated agreement in any state, "[e]xclusive of price and state-specific performance measures."[4/] In this case, the parties excluded from adoption all California-specific rates and rate sheets associated with the adopted Agreement, but the Agreement's bill and keep arrangement for local traffic, as well as facilities cost-sharing provisions, were ported from California to Virginia.

The adopted bill and keep compensation arrangement, located at section 5.4.3 of the Agreement, is quoted below:

> "Bill-and-Keep. The Parties shall assume that Local Traffic originated by or terminating to the Parties' Customers is roughly balanced between the Parties unless traffic studies indicate otherwise. Accordingly, the Parties agree to use a Bill-and-Keep Arrangement with respect to termination of Local Traffic only. Either Party may request, pursuant to Article II, Section 5.1.1, that a traffic study be performed no more frequently than once a quarter. Should such traffic study indicate, in the aggregate, that either Party is terminating more than sixty (60) percent of the Parties' total terminated minutes for Local Traffic, either Party may notify the other that mutual compensation will commence on a going forward basis pursuant to the rates set forth in Appendix A and following such notice it shall begin and continue for the duration of the Term of this Agreement unless otherwise agreed. Nothing in Section 5.4 shall be interpreted to (i) change compensation set forth in this Agreement for traffic or services other than Local Traffic, including but not limited to internetwork facilities, access traffic or wireless traffic, or (ii) allow either Party to aggregate traffic other than Local Traffic for the purpose of compensation under the Bill-and-Keep Arrangement described in this Section."[5/]

Similarly, various provisions of the Agreement providing a mechanism for proportionately sharing the costs of facilities that connected the two parties' networks were also ported. For example, Cox's costs for mid-span fiber meet transport facilities, collocation transport facilities and special access were all reduced "to reflect the proportionate share of the facility that is used for transport of Local Traffic originated by Verizon."[6/]

By contrast, all state-specific prices (*e.g.*, for interconnection and unbundled network elements) were excluded. Thus, the original rates and rate sheets from the California agreement

---

4/ *Id.* at ¶¶ 31, 32.

5/ 251/252 Agreement between Verizon California, Inc. F/K/A GTE California Incorporated ("Agreement"), section 5.4.2. Relevant pages of the Agreement are attached hereto as Attachment 2.

6/ *See, e.g.*, Attachment 2 at section 5.6.1 (Mid-span fiber meet), 5.6.2 (collocation), 5.6.3 (special access).

were struck through and the rates and rate sheets for Virginia were substituted in their place.[7/] Pursuant to the merger condition, Cox did not seek to "port" those rate sheets. The parties did not question, however, that the Agreement's bill and keep and facility cost-sharing arrangements could be "ported" from California to Virginia. The FCC should make a similar finding here and reject AT&T's request to find that such arrangements constitute state specific pricing excluded from its obligations under Merger Condition 7.1.

Pursuant to the provisions of Section 1.1206 of the rules of the Federal Communications Commission, please file this ex parte communication in the public record for the above-referenced docket.

Best regards,

Michael H. Pryor
Counsel for Cox Communications

cc: Albert Lewis (via email)
Christi Shewman (via email
Deena Shetler (via email)
William Dever (via email)
Lynn Engledow (via email)
Jay Atkinson (via email)

Attachments

4288737v.1

7/ Rates and prices for interconnection and unbundled network elements were contained at Appendix A to the Interconnection Attachment, Rates and Charges for Transport and Termination of Traffic and in Appendix A to the Unbundled Network Elements Attachment, Prices for Unbundled Network Elements. Both appendices are contained in Attachment 2. These state-specific prices and rates were struck from the agreement. In their place, the parties adopted rates and rate sheets specific to Virginia. The Virginia rate sheets are appended to the Verizon Adoption Letter and are attached hereto as Attachment 3.

ATTACHMENT #1a

Jeffrey A. Masoner
Vice President
Interconnection Services Policy and Planning
Wholesale Marketing

2107 Wilson Boulevard
Arlington, VA 22201

Phone 703 974-4610
Fax 703 974-0314
jeffrey.a.masoner@verizon.com

August 16, 2002

Donald L. Crosby
Senior Counsel
Cox Virginia Telcom, Inc.
1400 Lake Hearn Drive
Atlanta, GA 30319

Re: Requested Adoption Under the FCC Merger Conditions

Dear Mr. Crosby:

Verizon South Inc., f/k/a GTE South Incorporated ("Verizon"), a Virginia corporation with principal place of business at 600 East Main Street, Richmond, Virginia 23261, has received your letter stating that, pursuant to paragraph 32 of the BA/GTE Merger Conditions ("Merger Conditions"), released by the FCC on June 16, 2000 in CC Docket No. 98-184, Cox Virginia Telcom, Inc. ("Cox"), a Virginia corporation with it's principal place of business at 225 Clearfield Avenue, Virginia Beach, VA 23462, wishes to provide services to customers in Verizon's service territory in the Commonwealth of Virginia by adopting the voluntarily negotiated Interconnection and Unbundling terms of the Interconnection Agreement between Sprint Communications Company, L.P. ("Sprint") and Verizon California Inc., f/k/a GTE California Incorporated ("Verizon California") that was approved by the California Public Utilities Commission as an effective agreement in the state of California, as such agreement exists on the date hereof after giving effect to operation of law (the "Verizon California Terms").

I understand that Cox has a copy of the Verizon California Terms which, in any case, are attached hereto as Appendix 1 (see footnote 5). Please note the following with respect to Cox's adoption of the Verizon California Terms.

1. By Cox's and Verizon's signatures on this letter, Cox and Verizon hereby represent and agree to the following three points:

(A) Cox and Verizon agree to be bound by and Cox adopts in the service territory of Verizon, the Verizon California Terms, as they are in effect on the date hereof after giving effect to operation of law, and in applying the Verizon California Terms, agree that Cox shall be substituted in place of Sprint Communications Company, L.P. and Sprint, and that Verizon will be substituted in place of Verizon California Inc., f/k/a GTE California Incorporated, and Virginia State Corporation Commission will be substituted in place of California Public Utilities Commission in the Verizon California Terms wherever appropriate.

(B) Notice to Cox and Verizon as may be required or permitted under the Verizon California Terms shall be provided as follows:

To Cox:

Attention: Jill N. Butler
Vice President, Regulatory Affairs
Cox Virginia Telcom, Inc.
225 Clearfield Avenue
Virginia Beach, VA 23467
Telephone Number: 757/369-4524
Facsimile Number: 757/369-4500
Internet Address: jill.butler@cox.com

And to:

Attention: Suzanne Howard
Director, Regulatory Affairs
Cox Communications, Inc.
1400 Lake Hearn Drive
Atlanta, GA 30319
Telephone Number: 404/843-5788
Facsimile Number: 404/828-3835
Internet Address: suzanne.howard@cox.com

To Verizon:

Director-Contract Performance & Administration
Verizon Wholesale Markets
600 Hidden Ridge
HQEWMNOTICES
Irving, TX 75038
Telephone Number: 972-718-5988
Facsimile Number: 972-719-1519
Internet Address: wmnotices@verizon.com

with a copy to:

Vice President and Associate General Counsel
Verizon Wholesale Markets
1515 North Court House Road
Suite 500
Arlington, VA 22201
Facsimile: 703/351-3664

(C) Cox represents and warrants that it is a certified provider of local telecommunications service in the Commonwealth of Virginia, and that its adoption of the Verizon California Terms will only cover services in the service territory of Verizon in the Commonwealth of Virginia.

2. Cox's adoption of the Verizon California Terms shall become effective on August 22, 2002. The term and termination provisions of the Sprint/Verizon California agreement shall govern Cox's adoption of the Verizon California Terms. Cox's adoption of the Verizon California Terms is currently scheduled to expire on April 15, 2004.

3. As the Verizon California Terms are being adopted by Cox pursuant to the Merger Conditions, Verizon does not provide the Verizon California Terms to Cox as either a voluntary or negotiated agreement. The filing and performance by Verizon of the Verizon California Terms does not in any way constitute a waiver by Verizon of any position as to the Verizon California Terms or a portion thereof. Nor does it constitute a waiver by Verizon of any rights and remedies it may have to seek review of the Verizon California Terms, or to seek review of any provisions included in these Verizon California Terms as a result of Cox's election pursuant to the Merger Conditions.

4. For avoidance of doubt, please note that adoption of the Verizon California Terms will not result in reciprocal compensation payments for Internet traffic. Verizon has always taken the position that reciprocal compensation was not due to be paid for Internet traffic under section 251(b)(5) of the Act. Verizon's position that reciprocal compensation is not to be paid for Internet traffic was confirmed by the FCC in the Order on Remand and Report and Order adopted on April 18, 2001 ("*FCC Remand Order*"), which held that Internet traffic constitutes "information access" outside the scope of the reciprocal compensation obligations set forth in section 251(b)(5) of the Act.[1] Accordingly, compensation for Internet traffic – if any – is governed by the terms of the *FCC Remand Order*, not pursuant to

[1] Order on Remand and Report and Order, In the Matters of: Implementation of the Local Competition Provisions in the Telecommunications Act of 1996 and Intercarrier Compensation for ISP-Bound Traffic, CC Docket No. 99-68 (rel. April 27, 2001) ("*FCC Remand Order*") ¶44, *remanded, WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. May 3, 2002). Although the D.C. Circuit remanded the *FCC Remand Order* to permit the FCC to clarify its reasoning, it left the order in place as governing federal law. *See WorldCom, Inc. v. FCC*, No. 01-1218, slip op. at 5 (D.C. Cir. May 3, 2002).

adoption of the Verizon California Terms.[2] Moreover, in light of the *FCC Remand Order*, even if the Verizon California Terms include provisions invoking an intercarrier compensation mechanism for Internet traffic, any reasonable amount of time permitted for adopting such provisions has expired under the FCC's rules implementing section 252(i) of the Act.[3] In fact, the *FCC Remand Order* made clear that carriers may not adopt provisions of an existing interconnection agreement to the extent that such provisions provide compensation for Internet Traffic.[4]

5. Cox's adoption of the Verizon California Terms pursuant to the Merger Conditions is subject to all of the provisions of such Merger Conditions. Please note that the Merger Conditions exclude the following provisions from the interstate adoption requirements: state-specific pricing, state-specific performance measures, provisions that incorporate a determination reached in an arbitration conducted in the relevant state under 47 U.S.C. Section 252 and provisions that incorporate the results of negotiations with a state commission or telecommunications carrier outside of the negotiation procedures of 47 U.S.C. Section 252(a)(1). Verizon, however, does not oppose Cox's adoption of the Verizon California Terms at this time, subject to the following reservations and exclusions:

   (A) Verizon's standard pricing schedule for interconnection agreements in Virginia (as such schedule may be amended from time to time) (attached as Appendix 2 hereto), which includes (without limitation) rates for reciprocal compensation, shall apply to Cox's adoption of the Verizon California Terms. Cox should note that the aforementioned pricing schedule may contain rates for certain services the terms for which are not included in the Verizon California Terms or that are otherwise not part of this adoption. In an effort to expedite the adoption process, Verizon has not deleted such rates from the pricing schedule. However, the inclusion of such rates in no way obligates Verizon to provide the subject services and in no way waives Verizon's rights under the Merger Conditions.

   (B) Cox's adoption of the Verizon California Terms shall not obligate Verizon to provide any interconnection arrangement or unbundled network element unless it is feasible to provide given the technical, network and Operations Support Systems attributes and limitations in, and is consistent with the

---

[2] For your convenience, an industry letter distributed by Verizon explaining its plans to implement the *FCC Remand Order* can be viewed at Verizon's Customer Support Website at URL www.verizon.com/wise (select Verizon East Customer Support, Resources, Industry Letters, CLEC).

[3] *See, e.g.*, 47 C.F.R. Section 51.809(c). These rules implementing section 252(i) of the Act apply to interstate adoptions under the Merger Conditions as well. *See, e.g.*, Merger Conditions ¶32 (such adoptions shall be made available "under the same rules that would apply to a request under 47 U.S.C. Section 252(i)").

[4] *FCC Remand Order* ¶82.

laws and regulatory requirements of the Commonwealth of Virginia and with applicable collective bargaining agreements.

(C) Nothing herein shall be construed as or is intended to be a concession or admission by Verizon that any provision in the Verizon California Terms complies with the rights and duties imposed by the Act, the decisions of the FCC and the Commissions, the decisions of the courts, or other law, and Verizon expressly reserves its full right to assert and pursue claims arising from or related to the Verizon California Terms.

(D) Terms, conditions and prices contained in tariffs cited in the Verizon California Terms shall not be considered negotiated and are excluded from Cox's adoption.

(E) Cox's adoption does not include any terms that were arbitrated in the Verizon California Terms.[5]

6. Verizon reserves the right to deny Cox's adoption and/or application of the Verizon California Terms, in whole or in part, at any time:

(A) when the costs of providing the Verizon California Terms to Cox are greater than the costs of providing them to Sprint;

(B) if the provision of the Verizon California Terms to Cox is not technically feasible;

(C) if Verizon otherwise is not obligated to permit such adoption and/or application under the Merger Conditions or under applicable law.

7. Should Cox attempt to apply the Verizon California Terms in a manner that conflicts with paragraphs 3-6 above, Verizon reserves its rights to seek appropriate legal and/or equitable relief.

In the event that a voluntary or involuntary petition has been or is in the future filed against Cox under bankruptcy or insolvency laws, or any law relating to the relief of debtors, readjustment of indebtedness, debtor reorganization or composition or extension of debt (any such proceeding, an "Insolvency Proceeding"), then: (i) all rights of Verizon under such laws, including, without limitation, all rights of Verizon under 11 U.S.C. § 366, shall be preserved, and Cox's adoption of the Verizon California Terms shall in no way impair such rights of Verizon; and (ii) all rights of Cox resulting from Cox's adoption of the Verizon California Terms shall be subject to and modified by any Stipulations and Orders entered in the Insolvency Proceeding, including, without limitation, any Stipulation or Order providing adequate assurance of payment to Verizon pursuant to 11 U.S.C. § 366.

[5] The terms that are not included in the Verizon California Terms are identified by strike through in Appendix 1.

Please arrange for a duly authorized representative of Cox to sign this letter in the space provided below and return it to the undersigned.

Sincerely,

VERIZON SOUTH INC.

[signed]________________________
Jeffrey A. Masoner
Vice President – Interconnection Services Policy & Planning

Reviewed and countersigned as to points A, B, and C of paragraph 1:

COX VIRGINIA TELCOM, INC.

____

By__________________________

Title_________________________

Cox is not executing this letter. Instead, Cox's interpretation of its adoption, for the operations in Virginia of Cox and Verizon South, of the interconnection agreement between Verizon California, Inc. and Sprint Communications Company, L.P., approved by the California Public Utilities Commission on April 9, 2001 in Docket No. 9741, is set forth in Carrington F. Phillip's August 19, 2002 letter to Jeffry A. Masoner ("Cox's Letter").

Attachment

c: Sherri D. Sebring - Verizon (w/out attachments)

ATTACHMENT #1b

Carrington F. Phillip
Vice President
Regulatory Affairs

Cox Communication, Inc.
1400 Lake Hearn Drive. N.E
Atlanta, Georgia 30319
(404) 843-5791
(404)843-7909

COMMUNICATIONS

August 19, 2002

Jeffrey A. Masoner
Vice President
Interconnection Services Policy and Planning
Wholesale Marketing
Verizon
2107 Wilson Boulevard
Arlington, Virginia 22201

RE: ADOPTION

Dear Mr. Masoner:

On August 5, 2002, Cox Virginia Telcom, Inc. ("Cox") notified Verizon South, Inc. ("Verizon South") of its adoption, for the operations of Cox and Verizon South in Virginia, of the interconnection agreement ("Agreement") between Verizon California, Inc. ("Verizon-CA") and Sprint Communications Company, L.P. ("Sprint'), approved by the California Public Utilities Commission ("CPUC") on April 9, 2001 in Docket No. 9741. This adoption was made pursuant to 47 U.S.C. § 252(i) and the voluntary merger conditions ("Merger Conditions") proposed by Verizon South's parent corporation, GTE Corporation, and approved by the Federal Communications Commission ("FCC").[1]

Representatives of Cox and Verizon South held discussions thereafter to determine whether the parties could execute a single understanding to memorialize Cox's adoption; however, they were unable to reach agreement on the wording of such a single document. Accordingly, the parties concluded that their understanding should be memorialized by two separate letters, each explaining that party's interpretation of the adoption. Verizon South's letter of August 16, 2002 ("Verizon Letter"), presents its interpretation of the adoption. Cox is not executing the Verizon Letter at the

[1] *See Application of GTE Corp., Transferor, and Bell Atlantic Corp., Transferee, For Consent to Transfer Control of Domestic and International Sections 214 and 310 Authorizations and Application to Transfer Control of a Submarine Cable Landing License*, Memorandum Opinion and Order, 15 FCC Rcd 14032, 14171-75, ¶¶ 300-05, 14310-11, App. D at ¶ 31 (2000)("*Merger Order*").

place provided at the end for Cox's signature. Instead, a notation appears there to explain that Cox's interpretation of its adoption is expressed in this letter. This letter sets forth Cox's interpretation and is intended to be given weight equal to that of the Verizon Letter in determining the understanding of the parties.

Cox summarizes below, in response to the Verizon Letter by paragraph and numbered section, its interpretation of the adoption and points out areas of agreement and disagreement.

In the opening paragraph, Cox disagrees with Verizon South that its adoption constitutes a pre-merger agreement that is covered by the Paragraph 32 of the Merger Conditions. Verizon South contends that the Agreement was negotiated prior to the merger closing date and thus is subject to the Merger Conditions contained in Paragraph 32. Cox believes that the Agreement was negotiated after the merger closing date and is subject accordingly to Paragraph 31 of the Merger Conditions. This disagreement applies as well to Verizon's reference to Paragraph 32 in Footnote 3 to section 4 of the Verizon Letter. The last sentence of the opening paragraph of the Verizon Letter contains the phrase "after giving effect to operation of law." It is uncertain whether a disagreement exists as to the meaning of this phrase in the context of the Verizon Letter. Because such a misunderstanding may exist, Cox interprets that phrase as follows: a ruling by the CPUC or the FCC that is issued between the effective date of the Agreement and the date of Cox's adoption of it for Virginia and which implicates the Agreement's change-of-law provision shall be incorporated into the Agreement notwithstanding whether Verizon-CA and Sprint have amended the Agreement pursuant to that provision by the date of Cox's adoption. Cox's interpretation applies as well in the context in which this same phrase is used in section 1(A) of the Verizon Letter.

Cox agrees with sections 1, 1(A), 1(B) and 1(C) of the Verizon Letter.

Cox agrees with section 2 only to the extent that August 22, 2002 is the effective date of the Agreement for purposes of Cox's adoption of it. Cox disagrees with the balance of section 2 and believes that the Agreement speaks for itself.

Cox believes that sections 3, 4, 5(B), 5(C), 6 and 7, as well as the next-to-last paragraph dealing with bankruptcy and insolvency, should not be a part of the Agreement. Cox does not agree with Verizon's positions set out in these sections and this paragraph and rejects those positions. Moreover, Cox does not waive any right and expressly reserves all of its rights to dispute at any time Verizon's interpretation of law expressed in these sections and this paragraph of the Verizon Letter.

In section 5, Verizon attempts to impose conditions upon its acceptance of Cox's adoption of the Agreement. Cox objects to this effort as being contrary to the requirements of 47 U.S.C. § 252(i) and the Merger Conditions. Verizon is not free, under federal law, to impose any unilateral condition upon Cox's adoption of the Agreement, and thus Cox is not bound by Verizon's interpretation of the rights and obligations afforded by either 47 U.S.C. § 252(i) or the Merger Conditions. Cox intends to abide by these statements of federal law as interpreted by the appropriate authority but does not accept Verizon's interpretations and is not bound by them.

In section 5(A), Verizon employs the term "standard" in describing the pricing schedule that is attached to the Verizon Letter. While Cox agrees that the prices shown on that schedule are appropriate at this time and should initially be included in the Agreement, Cox does not agree that the term "standard" correctly describes that schedule. Moreover, Cox believes that those prices identified on the schedule as "interim" are subject to approval by the appropriate authority. As such, they are subject to being adjusted (even retroactively if so ruled by that authority) as a result of the approval process, and Cox interprets the Agreement as requiring the parties to implement any rates as permanent under the Agreement when they become final.

Sincerely,

[signed 8/19/02]

Carrington F. Phillip

ATTACHMENT #2

APPENDIX 1

251/252 AGREEMENT

between

VERIZON CALIFORNIA, INC. F/K/A GTE CALIFORNIA INCORPORATED

AND

SPRINT COMMUNICATIONS COMPANY L.P.

FOR THE STATE OF CALIFORNIA

TABLE OF CONTENTS

5.2 Billing.

The providing Party shall render to receiving Party a bill for interconnection services on a current basis. Charges for physical facilities and other non-usage sensitive charges shall be billed in advance, except for charges and credits associated with the initial or final bills. Usage sensitive charges, such as charges for termination of Local Traffic, shall be billed in arrears.

5.3 Billing Specifications.

The Parties agree that billing requirements and outputs will be consistent with the Telcordia Technologies Billing Output Specifications (BOS).

5.3.1 Usage measurement for calls shall begin when Answer Supervision or equivalent SS7 message is received from the terminating office and shall end at the time of call disconnect by the calling or called subscriber, whichever occurs first.

5.3.2 Minutes of use ("MOU"), or fractions thereof, shall not be rounded upward on a per-call basis, but will be accumulated over the billing period. At the end of the billing period, any remaining fraction shall be rounded up to the nearest whole minute to arrive at total billable minutes for each interconnection. MOU shall be collected and measured in minutes, seconds, and tenths of seconds.

5.3.3 In the event detailed billing records are not available (e.g. indirect interconnection), summary billing reports may be utilized.

5.4 Compensation For Exchange Of Traffic.

5.4.1 Mutual Compensation. The Parties shall compensate each other for the exchange of Local Traffic originated by or terminating to the Parties' Customers in accordance with Section 5.4.3. Charges for the transport and termination of optional EAS, intraLATA toll and interexchange traffic shall be in accordance with the Parties' respective intrastate or interstate access tariffs, as appropriate.

5.4.1.1 For purposes of reciprocal compensation, ~~this Agreement recognizes that unless and until the Commission rules differently in Docket No. 00-02-005,~~ traffic originated by and passed to Internet Service Providers (ISPs), i.e., internet traffic, shall not be treated as Local Traffic and, therefore, shall not be subject to reciprocal compensation.

5.4.2 PLU Factors. If required, SPRINT and VERIZON will reciprocally provide Percent Local Usage ("PLU") factors to each other on a semi-annual basis to identify the proper percent of Local Traffic carried on local interconnection trunks. PLU's shall be reported in whole numbers only. If either Party does not provide to the other Party an updated PLU, the previous PLU will be utilized. The Parties agree to the initial PLU factor as set forth in Appendix A.

5.4.3 Bill-and-Keep. The Parties shall assume that Local Traffic originated by or terminating to the Parties' Customers is roughly balanced between the Parties unless traffic studies indicate otherwise. Accordingly, the Parties agree to use a Bill-and-Keep Arrangement with respect to termination of Local Traffic only. Either Party may request, pursuant to Article II, Section 5.1.1, that a traffic study be performed no more frequently than once a quarter. Should such traffic study indicate, in the aggregate, that either Party is terminating more than sixty (60) percent of the Parties' total terminated minutes for Local Traffic, either Party may notify the other that mutual compensation will commence on a going forward basis pursuant to the rates set forth in Appendix A and following such notice it shall begin and continue for the duration of the Term of this Agreement unless otherwise agreed. Nothing in Section 5.4 shall be interpreted to (i) change compensation set forth in this Agreement for traffic or services other than Local Traffic, including but not limited to internetwork facilities, access traffic or wireless traffic, or (ii) allow either Party to aggregate traffic other than Local Traffic for the purpose of compensation under the Bill-and-Keep Arrangement described in this Section.

5.4.4 Compensation for Terminating Access Charges on Calls to Ported Numbers via RCF. The Parties agree that a meet point billing arrangement will be used to bill for terminating switched access charges associated with calls terminated to a ported number. Each Party will bill the IXCs applicable switched access rate elements for functions provided over each respective Party's facilities. The Parties will follow any industry standards established for call record exchanges for meet point billing. Until industry standards for call record exchanges are established for interim number portability, the Parties agree that switched access termination to a ported number will be billed by the Party providing interim number portability and that the Party billing the switched access will share the switched access revenue with the other Party. The Party providing interim number portability is entitled to keep the portion of collected access revenue associated with tandem switching, transport, and residual/transport interconnection charge rate elements, as applicable. The Party terminating ported calls is entitled to receive the portion of collected access revenue associated with the end office switching rate elements. As part of this revenue sharing arrangement, the Parties agree to compensate each other as specified in Appendix B.

5.4.4.1 As part of the revenue sharing arrangement described in Section 5.4.4 the number of lines per ported number that are subject to compensation will be determined at the time the Customer's local service is changed from one Party to the other. The number of lines per ported number eligible for the shared revenue arrangement described in this section will be limited to the number of lines in service on the date of conversion plus a 10% growth margin. After conversion the number of lines per ported number available for compensation can only be increased by mutual consent of the Parties.

5.4.4.2 As part of the revenue sharing arrangement described in Section 5.4.4 the Parties agree that the compensation rates may change as a result of changes in access rates, traffic volume or for other reasons and agree to renegotiate the rates if a significant event occurs. At a minimum, the Parties agree to reevaluate the rates on an annual basis.

5.4.4.3 The Parties agree that terminating switched access calls ported via interim number portability may appear to the receiving Party to be a local call and that the implementation of reciprocal compensation for terminating local calls may result in overcompensation for ported switched access calls. The Parties agree that no charges shall be applied to the ported switched access calls as part of the local traffic termination. When the access revenue sharing arrangement described in Section 5.4.4 is in effect, the Parties agree to renegotiate the terminating shared access compensation rates if reciprocal compensation for local calls is implemented.

5.4.4.4 As part of the revenue sharing arrangement described in Section 5.4.4 the Party receiving the payments on a per line per month basis agrees to provide the following information on its invoice; name of the end user accounts; the ported telephone numbers; the telephone numbers assigned to the lines in its switch; the INP methods used; class of service; and dates of initial installation and disconnects.

5.4.4.5 Upon implementation of permanent local number portability, the Parties agree to transition all interim number portability Customers and their services to permanent local number portability methods within a mutually agreed upon time frame and discontinue use of further interim methods of number portability.

5.5 Tandem Switched Traffic.

The Parties will provide tandem switching for traffic between the Parties' end offices subtending each other's tandem, as well as for traffic between either Party's end-users and any third party which is interconnected to the other Party's tandem as follows:

5.5.1 Compensation Arrangements.

Sprint as the originating Party will compensate VERIZON as the tandem Party for each minute of originated tandem switched traffic which terminates to third party (e.g., other CLEC, ILEC, or wireless service provider). The applicable rate for this charge is the tandem transiting charge identified in Appendix A.

VERIZON as the originating Party will compensate Sprint as the tandem Party for each minute of originated tandem switched traffic which terminates to third party (e.g., other CLEC, ILEC, or wireless service provider). The applicable rate for this charge is the tandem transiting charge identified in Appendix A, or Sprint's cost based rate as provided for in Section 5.1.

The originating Party also assumes responsibility for compensation to the company which terminates the call. Neither the terminating Party nor the tandem provider will be required to function as a billing intermediary, e.g., clearing house.

5.5.2 Third-Party Providers. The Parties agree to enter into their own agreements with third-party providers. In the event that one Party originates traffic that transits the second Party's network to reach a third-party provider with whom the originating Party does not have a traffic interexchange agreement, then the originating Party will indemnify the second Party against any and all charges rendered by a third-party provider for such traffic, including any termination charges related to such traffic and attorneys fees and expenses.

5.6 Compensation for Internetwork Facilities.

The Parties agree to the following compensation for internetwork facilities, depending on facility type. Only Local Traffic and IntraLATA Toll Traffic will be used for calculation of this compensation.

5.6.1 Mid-Span Fiber Meet. VERIZON will charge special access (flat rated) transport from the applicable intrastate access tariff and will rate charges between the IP and VERIZON's interconnection switch. Subject to mutual agreement of the Parties, the Parties may agree to interconnect utilizing alternative interconnection arrangements, e.g., Optical Networking or MetroLAN. DS1 facility charges will be reduced to reflect the proportionate share of the facility that is used for transport of Local Traffic originated by VERIZON. The initial proportionate share factor for facilities is set forth in Appendix A. This factor will be updated quarterly in like manner or as the Parties otherwise agree. SPRINT will charge flat rated transport (i.e. non-usage sensitive) to VERIZON for SPRINT facilities used by VERIZON at tariffed rates or as mutually agreed. SPRINT will apply charges based on the lesser of; (i) the airline mileage from the IP to the SPRINT switch; or (ii) the airline mileage from the VERIZON switch to the serving area boundary.

5.6.2 Collocation. VERIZON will charge EIS/Collocation rates from the applicable VERIZON tariff, unless otherwise specified in this Agreement. SPRINT will charge VERIZON flat rated transport at tariffed rates or as mutually agreed, to reflect the proportionate share of the facility that is used for transport of Local Traffic originated by VERIZON. SPRINT will apply charges based on the lesser of (i) the airline mileage from the IP to the SPRINT switch; or (ii) two (2) times the airline mileage from the VERIZON switch to the serving area boundary.

5.6.3 Special Access. VERIZON will charge special access rates from the applicable VERIZON intrastate access tariff. DS1 charges will be reduced to reflect the proportionate share of the facility that is used for transport of Local Traffic originated by VERIZON. The Parties will negotiate an initial factor representative of the proportionate share of the facilities. This factor will be updated quarterly in like manner or as the Parties otherwise agree. Subject to mutual agreement of the Parties, the Parties may agree to interconnect utilizing alternative interconnection arrangements, e.g., Optical Networking or MetroLAN.

5.7 Meet-Point Billing (MPB) and Exchange Access Service.

5.7.1 Billing. As detailed in the MECAB document, SPRINT and VERIZON will, in a timely fashion, exchange all information necessary to accurately, reliably and promptly bill Access Service Customers for Switched Access Services traffic jointly handled by SPRINT and VERIZON via the meet-point arrangement. Information shall be exchanged in Exchange Message Interface ("EMI") format, on magnetic tape or via a mutually acceptable Electronic File Transfer protocol.

5.7.1.1 SPRINT and VERIZON will exchange all information necessary to enable each Party to transmit usage data to the other Party. Subsequent to the exchange of transmission information, the tandem Party, as the subsequent billing company (SBC), will provide the end office Party, as the initial billing company (IBC), detailed Exchange Access usage data (EMI Category 11-01) within thirty (30) calendar days of the end of the billing period. The IBC will perform its responsibilities as defined by MECAB, and will provide to the SBC summary usage data (EMI Category 11-50) within ninety (90) calendar days of the detail recording, or within ten (10) business days after the date that the IBC renders a bill to the IXC(s), whichever date is sooner.

5.7.1.2 SPRINT and VERIZON shall work cooperatively to coordinate rendering of Meet-Point bills to Customers, and shall reciprocally provide each other usage data and related information at the appropriate charge.

5.7.2 Compensation. Initially, billing to Access Service Customers for the Switched Access Services jointly provided by SPRINT and VERIZON via the MPB arrangement shall be according to the multiple-bill method as described in the MECAB guidelines. This means each Party will bill the Access Service Customer for the portion of service it provided at the appropriate tariff, or price list.

~~APPENDIX A TO THE INTERCONNECTION ATTACHMENT~~
~~RATES AND CHARGES FOR TRANSPORT AND TERMINATION OF TRAFFIC~~

~~General. The rates contained in this Appendix A are the rates as defined in the Interconnection Attachment and are subject to change resulting from future Commission or other proceedings, including but not limited to any generic proceeding to determine VERIZON's unrecovered costs (e.g., historic costs, contribution, undepreciated reserve deficiency, or similar unrecovered VERIZON costs (including VERIZON's interim Universal Service Support Surcharge)), the establishment of a competitively neutral universal service system, or any appeal or other litigation.~~

~~Each Party will bill the other Party as appropriate:~~

~~A. The Local Interconnection rate element that applies to Local Traffic on a minute of use basis that each Party switches for termination purposes at its wire centers. The local interconnection rate is: $0.0068413.~~

~~B. The Tandem Switching rate element that applies to tandem routed Local Traffic on a minute of use basis. The tandem switching rate is: $0.0048870~~

~~C. The Common Transport Facility rate element that applies to tandem routed Local Traffic on a per minute/per mile basis. The Common Transport Facility rate is~~

~~VERIZON~~	~~AT&T Arbitrated~~
~~$0.0000266~~	~~$0.0000155~~

~~D. The Common Transport Termination element that applies to tandem routed Local Traffic on a per minute/per termination basis. The Common Transport Termination rate is~~

~~VERIZON~~	~~AT&T Arbitrated~~
~~$0.0002092~~	~~$0.0002047~~

~~E. The Tandem Transiting Charge is comprised of the following rate elements:~~

	~~VERIZON~~	~~AT&T Arb.~~
~~Tandem Switching:~~	~~= **$0.0048870**~~	~~**N/A**~~
~~Tandem Transport (10 mile average): 10 x $0.0000266~~	~~= **$0.0002660**~~	~~**$0.000155**~~
~~Transport Termination (2 Terminations): 2 x $0.0002092~~	~~= **$0.0004184**~~	~~**$0.0004094**~~
~~Transiting Charge:~~	~~= **$0.0055714**~~	~~**$0.005451**~~

~~F. Initial Factors:~~

~~1.~~	~~PLU~~	~~**95%**~~
~~2.~~	~~Initial Proportionate Share Factor~~	~~**50%**~~
~~3.~~	~~Exempt Factor~~	~~**5%**~~

~~APPENDIX A TO THE UNBUNDLED NETWORK ELEMENTS ATTACHMENT~~
~~PRICES FOR UNBUNDLED NETWORK ELEMENTS~~

~~General. The rates contained in this Appendix A are the rates as defined in the UNE Attachment and are subject to change resulting from future Commission or other proceedings, including but not limited to any generic proceeding to determine VERIZON's unrecovered costs (e.g., historic costs, contribution, undepreciated reserve deficiency, or similar unrecovered VERIZON costs (including VERIZON's interim Service Support Surcharge)), the establishment of a competitively neutral universal service system, or any appeal or other litigation. VERIZON will offer unbundled loops and ports under the following conditions:~~

~~Interim Universal Service Support Charge. It is VERIZON's position that VERIZON's current intraLATA toll rates include implicit subsidies that support below-cost prices for other services and thus promote universal service. This universal service support is lost where a CLEC resells VERIZON's local service but does not resell VERIZON's intraLATA toll service. For this reason, VERIZON contends it should not be required to resell basic exchange residential or business services unless SPRINT pays the monthly interim universal service support charge set forth in Appendix A. VERIZON believes that this interim surcharge is required by state and federal law. The lawfulness of VERIZON's interim surcharge is being addressed (or will be addressed) by the Commission or a court of competent jurisdiction. The parties agree that VERIZON will offer for resale basic exchange residential and business services at the avoided cost discount rate set forth in Appendix A without the interim surcharge, but subject to the following terms and conditions:~~

A. ~~SPRINT agrees that, if an order by the Commission or a court of compentent jurisdiction affirming VERIZON's interim surcharge is issued during the term of this Agreement, Sprint shall, within thirty (30) days after the effective date of such order (i) begin paying the monthly interim surcharge in accord with Appendix C, and (ii) make a lump sum payment to VERIZON of the total interim surcharges retroactive to the effective date of this Agreement. VERIZON further expressly reserves its right to seek retroactive true-up from Sprint of such interim surcharges under this Agreement in the event the Commission or a court of competent jurisdiction issues an order affirming VERIZON's interim surcharge after the expiration of this Agreement.~~

B. ~~Notwithstanding any provision in this Agreement, VERIZON reserves the right to, at its sole discretion and at any time, seek injunctive or other relief (i) requiring SPRINT to pay VERIZON's interim surcharge or (ii) requiring the Commission to immediately impose the interim surcharge.~~

C. ~~Nothing in this Agreement shall restrict or impair VERIZON from seeking injunctive relief or any other remedy at any time and in any court regarding VERIZON's interim surcharge or the Commission's rejection or modification of VERIZON's interim surcharge.~~

~~**Loop Elements**~~	~~**VERIZON**~~	~~**AT&T**~~
~~2 Wire Analog Loop (inclusive of NID)~~	~~$ 28.39~~	~~16.81~~
~~4 Wire Analog Loop (inclusive of NID)~~	~~$ 40.15~~	~~31.85~~
~~2 Wire Digital Loop (inclusive of NID)~~	~~$ 28.39~~	~~16.81~~
~~4 Wire Digital Loop (inclusive of NID)~~	~~$ 40.15~~	~~31.85~~
~~DS-1 Loop~~	~~$ 97.98~~	
~~DS-3 Loop~~	~~$1,345.90~~	
~~Type C Conditioning~~	~~$ 2.72~~	
~~Type C Improved Conditioning~~	~~$ 67.16~~	
~~Type DA Conditioning~~	~~$ 3.76~~	

~~Supplemental Features:~~

~~ISDN-BRI Line Loop Extender~~		~~TBD~~
~~DS1 Clear Channel Capability~~	~~$~~	~~25.00~~

~~Subloop~~

~~2-Wire Feeder~~	~~$~~	~~9.43~~
~~2-Wire Distribution~~	~~$~~	~~17.51~~
~~4-Wire Feeder~~	~~$~~	~~13.55~~
~~4-Wire Distribution~~	~~$~~	~~25.16~~
~~2-Wire Drop~~	~~$~~	~~3.50~~
~~4-Wire Drop~~	~~$~~	~~5.03~~
~~Inside Wire~~		~~BFR~~

~~Network Interface Device (leased separately)~~

~~Basic NID~~	~~$~~	~~1.45~~
~~Complex (12 x) NID~~	~~$~~	~~1.10~~

~~Port and Switching Elements~~

		~~VERIZON~~	
~~AT&T~~			
~~Ports~~			
~~Basic Analog Line Side Port~~	~~$~~	~~4.96~~	~~4.58~~
~~Coin Line Side Port~~	~~$~~	~~22.75~~	
~~ISDN BRI Digital Line Side Port~~	~~$~~	~~30.49~~	
~~DS-1 Digital Trunk Side Port~~	~~$~~	~~172.18~~	~~54.67~~
~~ISDN PRI Digital Trunk Side Port~~	~~$~~	~~603.15~~	
~~Vertical Features~~		~~See Attached List~~	
~~Usage Charges (must purchase Port)~~			
~~Local Central Office Switching~~		~~$0.0068413~~	~~.003628~~
~~Shared Transport~~			
~~Transport Termination~~		~~$0.0002092~~	~~.000204~~
~~Transport Facility per mile~~		~~$0.0000266~~	~~.000015~~
~~Tandem Switching~~		~~$0.0048870~~	~~.001500~~
~~Terminating to Originating Ratio~~		~~1.00~~	
~~Assumed Minutes~~		~~TBD~~	
~~Operator and Directory Assistance Services (OS/DA)~~			
~~National DA~~		~~$0.5500000~~	
~~DA~~		~~$0.4500000~~	
~~Mechanized Operator Calling Card~~		~~$0.0890000~~	
~~Live Operator~~		~~$0.4490000~~	
~~Originating Line Number Screening~~		~~$0.0180000~~	
~~Call Detail Record~~		~~$0.0200000~~	
~~Busy Line Verify~~		~~$0.9900000~~	

~~Busy Line Interrupt~~	~~$1.0500000~~	

~~Transport Elements~~

~~CLEC Dedicated Transport~~		
~~CDT 2 Wire~~	~~$ 27.80~~	~~30.17~~
~~CDT 4 Wire~~	~~$ 39.65~~	~~39.53~~
~~CDT DS1~~	~~$ 190.26~~	~~171.37~~
~~CDT DS3 (Optical Interface)~~	~~$1,125.00~~	
~~CDT DS3 (Electrical Interface)~~	~~$1,500.00~~	~~738.50~~
~~Interoffice Dedicated Transport~~		
~~IDT DS0 Transport Facility per ALM~~	~~$ 0.40~~	~~3.81~~
~~IDT DS0 Transport Termination~~	~~$ 3.18~~	
~~IDT DS1 Transport Facility per ALM~~	~~$ 9.71~~	~~.95~~
~~IDT DS1 Transport Termination~~	~~$ 76.29~~	~~37.97~~
~~IDT DS3 Transport Facility per ALM~~	~~$ 271.93~~	~~22.62~~
~~IDT DS3 Transport Termination~~	~~$ 526.72~~	~~344.54~~
~~Multiplexing~~		
~~DS1 to Voice Multiplexing~~	~~$ 123.74~~	~~262.85~~
~~DS3 to DS1 Multiplexing~~	~~$ 477.63~~	~~373.55~~
~~DS1 Clear Channel Capability~~	~~$ 25.00~~	

~~Unbundled Dark Fiber~~

~~Unbundled Dark Fiber Loops/Subloops~~	
~~Dark Fiber Loop~~	~~$ 51.64~~
~~Dark Fiber Subloop - Feeder~~	~~$ 40.90~~
~~Dark Fiber Subloop - Distribution~~	~~$ 10.74~~
~~Unbundled Dark Fiber Dedicated Transport~~	
~~Dark Fiber IDT -Facility~~	~~$ 19.08~~
~~Dark Fiber IDT -Termination~~	~~$ 4.88~~
~~Packet Switching~~	~~BFR~~
~~Call Related Database~~	~~BFR~~
~~Service Management System~~	~~BFR~~
~~OSS~~	~~BFR~~

~~UNE-P Pricing~~

~~MRCs. The MRC for a UNE-P will generally be equal to the sum of the MRCs for the combined UNEs (e.g. the total of the UNE loop charge plus the UNE port charges in the Agreement (see Note A) plus: UNE local switching (per minute originating usage plus T/O factor to determine terminating minutes)~~

~~based on UNE local switching rates in the Agreement plus UNE shared transport and tandem switching (based on factors for percent interoffice and tandem switch usage, plus assumed transport mileage of 10 miles and 2 terms) based on UNE shared transport rates in the Agreement plus UNE Vertical Services charges (optional per line charges, if allowed by the Agreement).~~

~~(Note A): UNE platforms are available in four loop/port configurations as shown below. If the price for any component of these platforms is not set forth herein, VERIZON will use the ICB process to determine the appropriate price and TBD pricing shall apply.~~

~~UNE Basic Analog Voice Grade Platform consists of the following components:~~

- ~~UNE 2-wire Analog loop; and~~
- ~~UNE Basic Analog Line Side port~~

~~UNE ISDN BRI Platform consists of the following components:~~

- ~~UNE 2-wire Digital loop; and~~
- ~~UNE ISDN BRI Digital Line Side port~~

~~UNE ISDN PRI Platform consists of the following components:~~

- ~~UNE DS1 loop; and~~
- ~~UNE ISDN PRI Digital Trunk Side port~~

~~UNE DS1 Platform consists of the following components:~~

- ~~UNE DS1 loop; and~~
- ~~UNE DS1 Digital Trunk Side port~~

~~NRCs. *On an interim basis, until NRCs specific to UNE-P have been established*, the Initial Service Order Charge for ports will be billed for all UNE combination orders. Central Office Line Connection or Outside Facility Fieldwork charges will be applied as incurred on UNE combination orders. VERIZON reserves the right to apply new NRCs specific to UNE-P when such NRCs have been developed.~~

~~Optional NRCs will apply as ordered by the CLEC including such charges as Expedites, Coordinated Conversions, loop Conditioning, etc.~~

~~Operator Services and Directory Assistance Services (OS/DA). If SPRINT does not initially utilize available customized routing services to re-route OS/DA calls to its own or another party's operator services platform, VERIZON will bill the CLEC for OS/DA calls at a market-based ICB rate pending SPRINT's completion of a separate OS/DA agreement.~~

~~Universal Service Support Surcharge~~

~~Per Loop~~	~~$ 11.73~~
~~Per Port~~	~~$ 11.73~~

~~CALIFORNIA UNBUNDLED VERTICAL FEATURES~~

~~VERTICAL FEATURES (Subject to Availability)~~		~~VERIZON~~	~~AT&T~~
~~Three Way Calling~~	~~$/Feature/Month~~	~~$2.30~~	~~$0.65~~
~~Call Forwarding Variable~~	~~$/Feature/Month~~	~~$0.63~~	
~~Cust. Changeable Speed Calling 1-Digit~~	~~$/Feature/Month~~	~~$0.38~~	
~~Cust. Changeable Speed Calling 2-Digit~~	~~$/Feature/Month~~	~~$0.64~~	
~~Call Waiting~~	~~$/Feature/Month~~	~~$0.15~~	~~$0.02~~
~~Cancel Call Waiting~~	~~$/Feature/Month~~	~~$0.07~~	~~$0.01~~
~~Automatic Callback~~	~~$/Feature/Month~~	~~$0.75~~	~~$0.04~~
~~Automatic Recall~~	~~$/Feature/Month~~	~~$0.41~~	
~~Calling Number Delivery~~	~~$/Feature/Month~~	~~$1.29~~	
~~Calling Number Delivery Blocking~~	~~$/Feature/Month~~	~~$0.18~~	
~~Distinctive Ringing / Call Waiting~~	~~$/Feature/Month~~	~~$0.63~~	~~$0.01~~
~~Customer Originated Trace~~	~~$/Feature/Month~~	~~$0.22~~	~~$0.04~~
~~Selective Call Rejection~~	~~$/Feature/Month~~	~~$0.97~~	
~~Selective Call Forwarding~~	~~$/Feature/Month~~	~~$0.91~~	
~~Selective Call Acceptance~~	~~$/Feature/Month~~	~~$0.89~~	
~~Call Forwarding Variable CTX~~	~~$/Feature/Month~~	~~$0.57~~	
~~Call Forwarding Incoming Only~~	~~$/Feature/Month~~	~~$0.46~~	
~~Call Forwarding Within Group Only~~	~~$/Feature/Month~~	~~$0.38~~	
~~Call Forwarding Busy Line~~	~~$/Feature/Month~~	~~$0.55~~	
~~Call Forwarding Don't Answer All Calls~~	~~$/Feature/Month~~	~~$0.57~~	
~~Remote Call Forward~~	~~$/Feature/Month~~	~~$4.23~~	~~$2.73~~
~~Call Waiting Originating~~	~~$/Feature/Month~~	~~$0.15~~	
~~Call Waiting Terminating~~	~~$/Feature/Month~~	~~$0.16~~	
~~Cancel Call Waiting CTX~~	~~$/Feature/Month~~	~~$0.02~~	
~~Three Way Calling CTX~~	~~$/Feature/Month~~	~~$2.33~~	
~~Call Transfer Individual All Calls~~	~~$/Feature/Month~~	~~$0.55~~	
~~Add-on Consultation Hold Incoming Only~~	~~$/Feature/Month~~	~~$0.39~~	
~~Speed Calling Individual 1-Digit~~	~~$/Feature/Month~~	~~$0.42~~	
~~Speed Calling Individual 2-Digit~~	~~$/Feature/Month~~	~~$0.56~~	
~~Direct Connect~~	~~$/Feature/Month~~	~~$0.25~~	
~~Distinctive Alerting / Call Waiting Indicator~~	~~$/Feature/Month~~	~~$0.22~~	

~~VERTICAL FEATURES (Subject to Availability)~~		~~VERIZON~~	~~AT&T~~
~~Call Hold~~	~~$/Feature/Month~~	~~$0.32~~	
~~Semi-Restricted (Orig/Term)~~	~~$/Feature/Month~~	~~$2.38~~	~~$0.17~~
~~Fully Restricted (Orig/Term)~~	~~$/Feature/Month~~	~~$2.36~~	~~$0.17~~
~~Toll Restricted Service~~	~~$/Feature/Month~~	~~$0.56~~	
~~Call Pick-up~~	~~$/Feature/Month~~	~~$0.18~~	
~~Directed Call Pick-up w/Barge-In~~	~~$/Feature/Month~~	~~$0.07~~	
~~Directed Call Pick-up w/o Barge-In~~	~~$/Feature/Month~~	~~$0.23~~	
~~Special Intercept Announcements~~	~~$/Feature/Month~~	~~$16.62~~	
~~Conference Calling - 6-Way Station Cont.~~	~~$/Feature/Month~~	~~$2.29~~	
~~Station Message Detail Recording~~	~~$/Feature/Month~~	~~$0.72~~	
~~Station Message Detail Recording to Premises~~	~~$/Feature/Month~~	~~$2.55~~	
~~Fixed Night Service - Key~~	~~$/Feature/Month~~	~~$2.72~~	
~~Attendant Camp-on (Non-DI Console)~~	~~$/Feature/Month~~	~~$1.55~~	
~~Attendant Busy Line Verification~~	~~$/Feature/Month~~	~~$3.35~~	
~~Control of Facilities~~	~~$/Feature/Month~~	~~$0.20~~	
~~Fixed Night Service - Call Forwarding~~	~~$/Feature/Month~~	~~$0.60~~	
~~Attendant Conference~~	~~$/Feature/Month~~	~~$9.81~~	
~~Circular Hunting~~	~~$/Feature/Month~~	~~$0.10~~	
~~Preferential Multiline Hunting~~	~~$/Feature/Month~~	~~$0.09~~	
~~Uniform Call Distribution~~	~~$/Feature/Month~~	~~$0.18~~	
~~Stop Hunt Key~~	~~$/Feature/Month~~	~~$0.16~~	
~~Make Busy Key~~	~~$/Feature/Month~~	~~$6.09~~	
~~Queuing~~	~~$/Feature/Month~~	~~$1.16~~	
~~Automatic Route Selection~~	~~$/Feature/Month~~	~~$1.41~~	
~~Facility Restriction Level~~	~~$/Feature/Month~~	~~$0.56~~	
~~Expansive Route Warning Tone~~	~~$/Feature/Month~~	~~$0.07~~	
~~Time-of-Day Routing Control~~	~~$/Feature/Month~~	~~$1.45~~	
~~Foreign Exchange Facilities~~	~~$/Feature/Month~~	~~$6.47~~	
~~Anonymous Call Rejection~~	~~$/Feature/Month~~	~~$5.28~~	
~~Basic Business Group Sta-Sta ICM~~	~~$/Feature/Month~~	~~$11.15~~	
~~Basic Business Group CTX~~	~~$/Feature/Month~~	~~$0.50~~	
~~Basic Business Group DOD~~	~~$/Feature/Month~~	~~$0.14~~	
~~Basic Business Auto ID Outward Dialing~~	~~$/Feature/Month~~	~~$0.25~~	

~~VERTICAL FEATURES (Subject to Availability)~~		~~**VERIZON**~~	~~**AT&T**~~
~~Basic Business Group DID~~	~~$/Feature/Month~~	~~$0.01~~	
~~Business Set Group Intercom All Calls~~	~~$/Feature/Month~~	~~$6.44~~	
~~Dial Call Waiting~~	~~$/Feature/Month~~	~~$0.25~~	
~~Loudspeaker Paging~~	~~$/Feature/Month~~	~~$5.68~~	
~~Recorded Telephone Dictation~~	~~$/Feature/Month~~	~~$9.36~~	
~~On-Hook Queuing for Outgoing Trunks~~	~~$/Feature/Month~~	~~$1.02~~	
~~Off-Hook Queuing for Outgoing Trunks~~	~~$/Feature/Month~~	~~$0.86~~	
~~Teen Service~~	~~$/Feature/Month~~	~~$0.05~~	
~~Bg - Automatic Call Back~~	~~$/Feature/Month~~	~~$0.45~~	~~$0.13~~
~~Voice/Data Protection~~	~~$/Feature/Month~~	~~$0.05~~	
~~Authorization Codes for Afr~~	~~$/Feature/Month~~	~~$0.17~~	
~~Account Codes for Afr~~	~~$/Feature/Month~~	~~$0.55~~	
~~Code Restriction Diversion~~	~~$/Feature/Month~~	~~$0.65~~	
~~Code Calling~~	~~$/Feature/Month~~	~~$9.00~~	
~~Meet-Me Conference~~	~~$/Feature/Month~~	~~$19.57~~	
~~Call Park~~	~~$/Feature/Month~~	~~$0.26~~	
~~Executive Busy Override~~	~~$/Feature/Month~~	~~$0.22~~	
~~Last Number Redial~~	~~$/Feature/Month~~	~~$0.36~~	~~$0.04~~
~~Direct Inward System Access~~	~~$/Feature/Month~~	~~$0.02~~	
~~Authorization Code Immediate Dialing~~	~~$/Feature/Month~~	~~$0.25~~	
~~Bg - Speed Calling Shared~~	~~$/Feature/Month~~	~~$0.02~~	
~~Attendant Recall from Satellite~~	~~$/Feature/Month~~	~~$4.55~~	
~~Bg - Speed Calling 2-Shared~~	~~$/Feature/Month~~	~~$0.03~~	
~~Business Set - Call Pick-up~~	~~$/Feature/Month~~	~~$0.07~~	
~~Authorization Code for Mdr~~	~~$/Feature/Month~~	~~$0.25~~	
~~Locked Loop Operation~~	~~$/Feature/Month~~	~~$0.25~~	
~~Attendant Position Busy~~	~~$/Feature/Month~~	~~$6.62~~	
~~Two-Way Splitting~~	~~$/Feature/Month~~	~~$0.89~~	
~~Call Forwarding - All (Fixed)~~	~~$/Feature/Month~~	~~$0.84~~	~~$0.12~~
~~Business Group Call Waiting~~	~~$/Feature/Month~~	~~$0.25~~	
~~Music on Hold~~	~~$/Feature/Month~~	~~$2.42~~	
~~Automatic Alternate Routing~~	~~$/Feature/Month~~	~~$2.08~~	
~~DTMF Dialing~~	~~$/Feature/Month~~	~~$0.25~~	

~~VERTICAL FEATURES (Subject to Availability)~~		**VERIZON**	~~**AT&T**~~
~~BG DTMF Dialing~~	~~$/Feature/Month~~	~~$0.25~~	
~~Business Set Access to Paging~~	~~$/Feature/Month~~	~~$2.93~~	
~~Call Flip-Flop (Ctx-A)~~	~~$/Feature/Month~~	~~$0.90~~	
~~Selective Calling Waiting (Class)~~	~~$/Feature/Month~~	~~$0.73~~	
~~Direct Inward Dialing~~	~~$/Feature/Month~~	~~$8.73~~	
~~Customer Dialed Account Recording~~	~~$/Feature/Month~~	~~$1.42~~	
~~Deluxe Automatic Route Selection~~	~~$/Feature/Month~~	~~$3.36~~	
~~MDC Attendant Console~~	~~$/Feature/Month~~	~~$104.65~~	
~~Warm Line~~	~~$/Feature/Month~~	~~$0.25~~	
~~Calling Name Delivery~~	~~$/Feature/Month~~	~~$0.25~~	
~~Call Forwarding Enhancements~~	~~$/Feature/Month~~	~~$0.25~~	
~~Caller ID Name and Number~~	~~$/Feature/Month~~	~~$1.16~~	
~~InContact~~	~~$/Feature/Month~~	~~$1.68~~	
~~Call Waiting ID~~	~~$/Feature/Month~~	~~$0.25~~	
~~Att'd ID on Incoming Calls~~	~~$/Feature/Month~~	~~$0.46~~	
~~Privacy Release~~	~~$/Feature/Month~~	~~$0.25~~	
~~Display Calling Number~~	~~$/Feature/Month~~	~~$0.25~~	
~~Six-Port Conference~~	~~$/Feature/Month~~	~~$5.61~~	
~~Business Set Call Back Queuing~~	~~$/Feature/Month~~	~~$0.25~~	
~~ISDN Code Calling - Answer~~	~~$/Feature/Month~~	~~$0.25~~	
~~Att'd Call Park~~	~~$/Feature/Month~~	~~$0.25~~	
~~Att'd Autodial~~	~~$/Feature/Month~~	~~$0.25~~	
~~Att'd Speed Calling~~	~~$/Feature/Month~~	~~$0.25~~	
~~Att'd Console Test~~	~~$/Feature/Month~~	~~$0.25~~	
~~Att'd Delayed Operation~~	~~$/Feature/Month~~	~~$0.25~~	
~~Att'd Lockout~~	~~$/Feature/Month~~	~~$0.25~~	
~~Att'd Multiple Listed Directory Numbers~~	~~$/Feature/Month~~	~~$0.25~~	
~~Att'd Secrecy~~	~~$/Feature/Month~~	~~$0.25~~	
~~Att'd Wildcard Key~~	~~$/Feature/Month~~	~~$0.25~~	
~~Att'd Flexible Console Alerting~~	~~$/Feature/Month~~	~~$0.25~~	
~~Att'd VFG Trunk Group Busy on Att'd Console~~	~~$/Feature/Month~~	~~$0.25~~	
~~Att'd Console Act/Deact of CFU/CFT~~	~~$/Feature/Month~~	~~$0.25~~	
~~Att'd Display of Queued Calls~~	~~$/Feature/Month~~	~~$0.25~~	

~~VERTICAL FEATURES (Subject to Availability)~~		**~~VERIZON~~**	**~~AT&T~~**
~~Att'd Interposition Transfer~~	~~$/Feature/Month~~	~~$0.25~~	
~~Att'd Automatic Recall~~	~~$/Feature/Month~~	~~$0.25~~	

~~APPENDIX A-1 TO THE UNBUNDLED NETWORK ELEMENTS ATTACHMENT~~
~~PRICES FOR UNBUNDLED NETWORK ELEMENTS (NON-RECURRING CHARGES)~~

~~LOCAL WHOLESALE SERVICES~~	~~Ordering 100% Manual~~	~~Ordering Semi-Mech.~~	~~Provisioning Initial Unit~~	~~Provisioning Add'l Unit~~
~~UNBUNDLED LOOP~~				
~~Exchange - Basic - Initial~~	~~$ 38.75~~	~~$ 27.60~~	~~$ 42.17~~	~~$ 38.81~~
~~Exchange - Basic - Subsequent~~	~~$ 17.44~~	~~$ 12.55~~	~~$ 14.49~~	~~$ 13.53~~
~~Exchange - Complex Nondigital - Initial~~	~~$ 40.56~~	~~$ 25.03~~	~~$ 107.58~~	~~$ 26.61~~
~~Exchange - Complex Nondigital - Subsequent~~	~~$ 18.87~~	~~$ 13.98~~	~~$ 14.49~~	~~$ 13.53~~
~~Exchange - Complex Digital - Initial~~	~~$ 40.56~~	~~$ 25.03~~	~~$ 96.76~~	~~$ 26.53~~
~~Exchange - Complex Digital - Subsequent~~	~~$ 18.87~~	~~$ 13.98~~	~~$ 14.49~~	~~$ 13.53~~
~~Advanced - Basic - Initial~~	~~$ 36.18~~	~~$ 25.03~~	~~$ 573.73~~	~~$ 202.79~~
~~Advanced - Complex - Initial~~	~~$ 40.56~~	~~$ 25.03~~	~~$ 569.13~~	~~$ 303.39~~
~~UNBUNDLED PORT~~				
~~Exchange - Basic - Initial~~	~~$ 33.04~~	~~$ 21.89~~	~~$ 31.29~~	~~$ 29.38~~
~~Exchange - Basic - Subsequent (Port Feature)~~	~~$ 19.78~~	~~$ 14.89~~	~~$ 1.14~~	~~$ 1.14~~
~~Exchange - Basic - Subsequent (CO Interconnection)~~	~~$ 19.78~~	~~$ 14.89~~	~~$ 14.49~~	~~$ 13.53~~
~~Exchange - Complex Nondigital - Initial~~	~~$ 43.54~~	~~$ 28.01~~	~~$ 75.32~~	~~$ 38.01~~
~~Exchange - Complex Nondigital - Subsequent (Port Feature)~~	~~$ 25.90~~	~~$ 21.01~~	~~$ 6.23~~	~~$ 6.23~~
~~Exchange - Complex Nondigital – Subsequent (Switch Feature Group)~~	~~$ 30.28~~	~~$ 21.01~~	~~$ 23.06~~	~~$ —~~
~~Exchange - Complex Nondigital – Subsequent (CO Interconnection)~~	~~$ 25.90~~	~~$ 21.01~~	~~$ 14.49~~	~~$ 13.53~~
~~Exchange - Complex Digital - Initial~~	~~$ 43.54~~	~~$ 28.01~~	~~$ 29.72~~	~~$ 32.97~~
~~Exchange - Complex Digital - Subsequent (Port Feature)~~	~~$ 25.90~~	~~$ 21.01~~	~~$ 5.45~~	~~$ 5.45~~
~~Exchange - Complex Digital – Subsequent (Switch Feature Group)~~	~~$ 30.28~~	~~$ 21.01~~	~~$ 23.06~~	~~$ —~~
~~Exchange - Complex Digital - Subsequent (CO Interconnection)~~	~~$ 25.90~~	~~$ 21.01~~	~~$ 14.49~~	~~$ 13.53~~

~~Advanced - Basic - Initial~~	~~TBD~~	~~TBD~~	~~TBD~~	~~TBD~~
~~Advanced - Complex - Initial~~	~~TBD~~	~~TBD~~	~~TBD~~	~~TBD~~
~~Advanced - Basic - Subsequent~~	~~TBD~~	~~TBD~~	~~TBD~~	~~TBD~~
~~Advanced - Complex - Subsequent~~	~~TBD~~	~~TBD~~	~~TBD~~	~~TBD~~
~~UNBUNDLED NID~~				
~~Exchange - Basic~~	~~$ 27.06~~	~~$ 18.83~~	~~$ 33.99~~	N/A
~~SUBLOOP~~				
~~Exchange - Basic - Initial~~	~~TBD~~	~~TBD~~	~~TBD~~	~~TBD~~
~~Exchange - Complex Digital - Initial~~	~~TBD~~	~~TBD~~	~~TBD~~	~~TBD~~
~~Inside Wire~~	~~BFR~~	~~BFR~~	~~BFR~~	~~BFR~~
~~DARK FIBER~~				
~~Service Inquiry Charge~~	~~TBD~~	~~TBD~~	~~TBD~~	~~TBD~~
~~Initial Service Order~~	~~TBD~~	~~TBD~~	~~TBD~~	~~TBD~~
~~Connection Charge~~	~~TBD~~	~~TBD~~	~~TBD~~	~~TBD~~
~~ENHANCED EXTENDED LINK~~				
~~Initial Service Order - Advanced/Special-Complex~~	~~TBD~~	~~TBD~~	~~TBD~~	~~TBD~~
~~EEL Changeover Charge~~	~~TBD~~	~~TBD~~	~~TBD~~	~~TBD~~
~~EEL Subsequent Order~~	~~TBD~~	~~TBD~~	~~TBD~~	~~TBD~~
~~LOOP CONDITIONING~~ **~~(No charge for loops 12,000 feet or less)~~**				
~~Loop Conditioning - Bridged Tap~~	~~N/A~~	~~N/A~~	~~$ 318.71~~	~~$ 34.88~~
~~Loop Conditioning - Load Coils~~	~~N/A~~	~~N/A~~	~~$ 249.91~~	~~$ -~~
~~Loop Conditioning - Load Coils / Bridged Tap~~	~~N/A~~	~~N/A~~	~~$ 568.62~~	~~$ 34.88~~
~~Loop Conditioning - Feeder - Bridged Tap~~	~~TBD~~	~~TBD~~	~~TBD~~	~~TBD~~
~~Loop Conditioning - Feeder - Load Coils~~	~~TBD~~	~~TBD~~	~~TBD~~	~~TBD~~

~~Loop Conditioning - Feeder - Load Coils / Bridged Tap~~	~~TBD~~	~~TBD~~	~~TBD~~	~~TBD~~
~~Loop Conditioning - Distribution - Bridged Tap~~	~~TBD~~	~~TBD~~	~~TBD~~	~~TBD~~
~~Loop Conditioning - Distribution - Load Coils~~	~~TBD~~	~~TBD~~	~~TBD~~	~~TBD~~
~~Loop Conditioning - Distribution - Load Coils / Bridged Tap~~	~~TBD~~	~~TBD~~	~~TBD~~	~~TBD~~

~~UNE PLATFORM~~

~~Advanced - Basic - Initial~~	~~TBD~~	~~TBD~~	~~TBD~~	~~TBD~~
~~Advanced - Complex - Initial~~	~~TBD~~	~~TBD~~	~~TBD~~	~~TBD~~
~~Exchange - Basic - Initial~~	~~TBD~~	~~TBD~~	~~TBD~~	~~TBD~~
~~Exchange - Complex Nondigital - Initial~~	~~TBD~~	~~TBD~~	~~TBD~~	~~TBD~~
~~Exchange - Complex Digital - Initial~~	~~TBD~~	~~TBD~~	~~TBD~~	~~TBD~~
~~Advanced - Basic - Subsequent~~	~~TBD~~	~~TBD~~	~~TBD~~	~~TBD~~
~~Advanced - Complex - Subsequent~~	~~TBD~~	~~TBD~~	~~TBD~~	~~TBD~~
~~Exchange - Basic - Subsequent~~	~~TBD~~	~~TBD~~	~~TBD~~	~~TBD~~
~~Exchange - Complex Nondigital - Subsequent~~	~~TBD~~	~~TBD~~	~~TBD~~	~~TBD~~
~~Exchange - Complex Digital - Subsequent~~	~~TBD~~	~~TBD~~	~~TBD~~	~~TBD~~
~~UNE-P Changeover Charge~~	~~TBD~~	~~TBD~~	~~TBD~~	~~TBD~~

~~DEDICATED TRANSPORT~~

~~Advanced - Basic - Initial~~	~~$ 95.49~~	~~$ 63.01~~	~~$ 428.58~~	~~N/A~~
~~Advanced - Basic - Subsequent~~	~~$ 45.12~~	~~$ 28.77~~	~~$ 58.20~~	~~N/A~~
~~Advanced - Complex - Initial~~	~~$ 105.04~~	~~$ 72.56~~	~~$ 584.49~~	~~N/A~~
~~Advanced - Complex - Subsequent~~	~~$ 45.12~~	~~$ 28.77~~	~~$ 86.80~~	~~N/A~~

~~SIGNALING SYSTEM 7 (SS7)~~

~~Facilities and Trunks - Initial~~	~~$ 237.67~~	~~$ 205.19~~	~~$ 568.54~~	~~N/A~~
~~Facilities and Trunks - Subsequent (with Engineering Review)~~	~~$ 71.58~~	~~$ 55.23~~	~~$ 213.12~~	~~N/A~~
~~Facilities and Trunks - Subsequent (w/o Engineering Review)~~	~~$ 71.58~~	~~$ 55.23~~	~~$ 67.28~~	~~N/A~~

~~SIGNALING SYSTEM 7 (SS7) (cont'd)~~

~~Trunks Only - Initial~~	~~$ 126.13~~	~~$ 93.65~~	~~$ 505.41~~	~~N/A~~

~~Trunks Only - Subsequent (with Engineering Review)~~	~~$ 49.46~~	~~$ 33.11~~	~~$ 202.03~~	~~N/A~~
~~Trunks Only - Subsequent (w/o Engineering Review)~~	~~$ 49.46~~	~~$ 33.11~~	~~$ 67.28~~	~~N/A~~
~~STP Ports (SS7 Links)~~	~~$ 237.67~~	~~$ 205.19~~	~~$ 438.81~~	~~N/A~~
~~Entrance Facility/Dedicated Transport DS0 - Initial~~	~~$ 95.49~~	~~$ 63.01~~	~~$ 390.08~~	~~N/A~~
~~Entrance Facility/Dedicated Transport DS0 - Subsequent~~	~~$ 45.12~~	~~$ 28.77~~	~~$ 58.20~~	~~N/A~~
~~Entrance Facility/Dedicated Transport DS1/DS3 - Initial~~	~~$ 105.04~~	~~$ 72.56~~	~~$ 515.03~~	~~N/A~~
~~Entrance Facility/Dedicated Transport DS1/DS3 -~~ Subsequent	~~$ 45.12~~	~~$ 28.77~~	~~$ 86.80~~	~~N/A~~

~~COORDINATED CONVERSIONS~~

~~Exchange - Standard Interval - Per Qtr. Hour~~	~~$ 30.72~~	~~$ 30.50~~	~~N/A~~	~~N/A~~
~~Exchange - Additional Interval - Per Qtr. Hour~~	~~$ 26.97~~	~~$ 26.75~~	~~N/A~~	~~N/A~~
~~Advanced - Standard Interval - Per Qtr. Hour~~	~~$ 22.92~~	~~$ 22.69~~	~~N/A~~	~~N/A~~
~~Advanced - Additional Interval - Per Qtr. Hour~~	~~$ 21.12~~	~~$ 20.89~~	~~N/A~~	~~N/A~~

~~HOT-CUT COORDINATED CONVERSIONS~~
~~(Only available for2-wire analog loops)~~

~~Exchange - Standard Interval - Per Hour~~	~~$ 108.80~~	~~$ 108.57~~	~~N/A~~	~~N/A~~
~~Exchange - Additional Interval - Per Qtr. Hour~~	~~$ 26.97~~	~~$ 26.75~~	~~N/A~~	~~N/A~~
~~Advanced - Standard Interval - Per Hour~~	~~$ 83.43~~	~~$ 83.20~~	~~N/A~~	~~N/A~~
~~Advanced - Additional Interval - Per Qtr. Hour~~	~~$ 21.12~~	~~$ 20.89~~	~~N/A~~	~~N/A~~

~~CUSTOMIZED ROUTING~~	~~BFR~~	~~BFR~~	~~BFR~~	~~BFR~~

~~EXPEDITES~~

~~Exchange Products~~	~~$ 3.36~~	~~$ 3.36~~	~~N/A~~	~~N/A~~
~~Advanced Products~~	~~$ 25.80~~	~~$ 25.80~~	~~N/A~~	~~N/A~~

~~OTHER~~

~~Customer Record Search (per account)~~	~~$ 4.21~~	~~$ -~~	~~N/A~~	~~N/A~~
~~CLEC Account Establishment (per CLEC)~~	~~$ 166.32~~	~~$ 166.32~~	~~N/A~~	~~N/A~~

~~PACKET SWITCHING~~	~~TBD~~	~~TBD~~	~~TBD~~	~~TBD~~
~~CALL RELATED DATABASE~~	~~TBD~~	~~TBD~~	~~TBD~~	~~TBD~~
~~SERVICE MANAGEMENT SYSTEM~~	~~TBD~~	~~TBD~~	~~TBD~~	~~TBD~~
~~OSS~~	~~TBD~~	~~TBD~~	~~TBD~~	~~TBD~~

ATTACHMENT #3

APPENDIX 2[1] [2]

I. Rates and Charges for Transportation and Termination of Traffic[3]

A. The Reciprocal Compensation Traffic Termination rate element that applies to Reciprocal Compensation Traffic on a minute of use basis for traffic that is delivered to an End Office is **$0.0029000♦**.

B. The Reciprocal Compensation Traffic Termination rate elements that applie~~s~~y to Reciprocal Compensation Traffic on a minute of use basis for traffic that is delivered to a Tandem Switch ~~is~~are: **$0.0019 for Tandem switching, plus $0.0029 for End Office switching, plus $0.0009 per leg common transport between the Tandem Switch and End Office** ~~**$0.0076452**~~**♦**.

C. The Tandem Transiting Charge is **$0.0019 per minute of use for Tandem switching plus $0.0009 per minute for common transport** ~~**$0.0047452**~~**♦**.

D. Entrance Facility Charge: **See Intrastate Access Tariff**

---

[1] All rates and/or rate structures set forth herein, that are marked with an asterisk ('*'), as applied to wholesale discount of retail Telecommunications Services, unbundled Network Elements or call transport and/or termination of Reciprocal Compensation Traffic purchased for the provision of Telephone Exchange Service or Exchange Access, shall be interim rates and/or rate structures. These interim rates and/or rate structures shall be replaced on a prospective basis by such permanent rates and/or rate structures (applicable to wholesale discount of retail Telecommunications Services, unbundled Network Elements or call transport and/or termination of Reciprocal Compensation Traffic purchased for the provision of Telephone Exchange Service or Exchange Access) as may be approved by the Commission and if appealed as may be ordered at the conclusion of such appeal.

[2] ~~Certain of the rates and charges set forth above, as indicated by an "diamond" (♦), are arbitrated rates taken from the previously arbitrated Interconnection, Resale and Unbundling Agreement between Verizon and AT&T Communications, which was approved by the Commission in an Interim Order dated December 11, 1996, in Case Nos. PUC960117, PUC960018 and PUC960124. Verizon has agreed to use and to incorporate herein such arbitrated rates subject to the following: The Parties expressly agree (1) that such arbitrated rates shall not be deemed to have been voluntarily negotiated by the Parties and such arbitrated rates are not subject to interstate MFN obligations under Appendix D, Sections 31 and 32, of the Merger Order; and (2) that, for purposes of calculating Reciprocal Compensation, the arbitrated rates shall not apply to Internet Traffic. The foregoing shall not, in any way, limit any other term, condition, limitation or reservation of right in the Verizon California terms that applies to rates. The Parties further agree that the Commission's Order in Interim Case Nos. PUC960117, PUC960018 and PUC960124, to the extent such Order established the arbitrated rates, shall be deemed "arbitrated" under the Merger Order.~~

[3] All rates and charges specified herein are pertaining to the Interconnection Attachment of the Verizon ~~California~~ Virginia terms.

II. Prices for Unbundled Network Elements

Monthly Recurring Charges

Local Loop[4]

2 Wire Analog Loop (inclusive of NID)	
Zone 1	$ 14.99 ♦
Zone 2	$ 17.94 ♦
Zone 3	$ 24.44 ♦
4 Wire Analog Loop (inclusive of NID)	$ 54.00*
2 Wire Digital Loop (inclusive of NID)	
Zone 1	$ 14.99 ♦
Zone 2	$ 17.94 ♦
Zone 3	$ 24.44 ♦
4 Wire Digital Loop (inclusive of NID)	$ 54.00*
DS-1 Loop	$ 151.07*
DS-3 Loop	$ 885.29*
Supplemental Features:	
ISDN-BRI Line Loop Extender	$ 4.89 *
DS1 Clear Channel Capability	$ 24.00 *

Sub-Loop

2-Wire Feeder	$ 2.84 ♦
2-Wire Distribution	$ 13.36 ♦
4-Wire Feeder	$ 31.40 *
4-Wire Distribution	$ 35.00 *
2-Wire Drop	$ 4.97 *
4-Wire Drop	$ 5.23 *
Inside Wire	BFR
Loop Concentrator	$ 2.96 ♦

Network Interface Device (leased separately)

Basic NID:	$ .87 *
Complex (12 x) NID	$ 2.50 *

Switching

Port	
Basic Analog Line Side Port	$ 1.67 ♦
Coin Line Side Port	$ 3.15 *
ISDN BRI Digital Line Side Port	$ 10.20 *
DS-1 Digital Trunk Side Port	$ 123.80 *
ISDN PRI Digital Trunk Side Port	$ 264.69 *

---

4 In compliance with the FCC order approving the merger of GTE Corporation and Bell Atlantic (CC Docket No. 98-1840), Verizon will offer limited duration promotional discounts on residential UNE Loops and UNE Advance Services Loops. The terms and conditions on which these promotional discounts are being made available can be found on http://www.gte.com/wise for former GTE service areas and http://www.bell-atl.com/wholesale/html/resources.htm for former Bell Atlantic service areas.

Usage Charges (must purchase Port)		
Local Central Office Switching		
(Overall Average MOU)		$ 0.0029000*
Common Shared Transport		
Transport Facility (Average MOU/ALM)		$ 0.0000000*
Transport Termination (Average MOU/Term)		$ 0.0009000*
Tandem Switching (Average MOU)		$ 0.0019000*
Terminating to Originating Ratio	1.00	

Dedicated Transport Facilities

CLEC Dedicated Transport	
CDT 2 Wire	$ 24.75 *
CDT 4 Wire	$ 39.60 *
CDT DS1	$ 292.00 *
CDT DS3 Optical Interface	$ 1,312.50 *
CDT DS3 Electrical Interface	$ 1,750.00 *
Interoffice Dedicated Transport	
IDT DS0 Transport Facility per ALM	$ .28 *
IDT DS0 Transport Termination	$ 9.99 *
IDT DS1 Transport Facility per ALM	$ 4.36 *
IDT DS1 Transport Termination	$ 20.00 *
IDT DS3 Transport Facility per ALM	$ 42.12 *
IDT DS3 Transport Termination	$ 245.76 *
Multiplexing	
DS1 to Voice Multiplexing	$ 161.18 *
DS3 to DS1 Multiplexing	$ 487.22 *
DS1 Clear Channel Capability	$ 24.00 *

Unbundled Dark Fiber

Unbundled Dark Fiber Loops/Sub-Loops	
Dark Fiber Loop	$ 67.13*
Dark Fiber Sub-Loop - Feeder	$ 53.17*
Dark Fiber Sub-Loop - Distribution	$ 13.96*
Unbundled Dark Fiber Dedicated Transport	
Dark Fiber IDT -Facility	$ 24.80*
Dark Fiber IDT -Termination	$ 6.34*

UNE-P Pricing

MRCs. The MRC for a UNE-P will generally be equal to the sum of the MRCs for the combined UNEs (e.g. the total of the UNE loop charge plus the UNE port charges in the Agreement (see Note A) plus: UNE local switching (per minute originating usage plus T/O factor to determine terminating minutes) based on UNE local switching rates in the Agreement plus UNE shared transport and tandem switching (based on factors for percent interoffice and tandem switch usage, plus assumed transport mileage of 10 miles and 2 terms) based on UNE shared transport rates in the Agreement plus UNE Vertical Services charges (optional per line charges, if allowed by the Agreement).

(Note A): UNE platforms are available in four loop/port configurations as shown below. If the price for any component of these platforms is not set forth herein, Verizon will use the ICB process to determine the appropriate price and TBD pricing shall apply.

UNE Basic Analog Voice Grade Platform consists of the following components:
UNE 2-wire Analog loop; and
UNE Basic Analog Line Side port

UNE ISDN BRI Platform consists of the following components:
UNE 2-wire Digital loop; and
UNE ISDN BRI Digital Line Side port

UNE ISDN PRI Platform consists of the following components:
UNE DS1 loop; and
UNE ISDN PRI Digital Trunk Side port

UNE DS1 Platform consists of the following components:
UNE DS1 loop; and
UNE DS1 Digital Trunk Side port

NRCs

Optional NRCs will apply as ordered by the CLEC including such charges as Expedites, Coordinated Conversions, loop Conditioning, etc.

Operator Services and Directory Assistance Services (OS/DA). If Cox does not initially utilize available customized routing services to re-route OS/DA calls to its own or another party's operator services platform, Verizon will bill the CLEC for OS/DA calls at a market-based ICB rate pending Cox's completion of a separate OS/DA agreement.

NON-RECURRING CHARGES – LOOP AND PORT

Service Ordering (Loop or Port)	
Initial Service Order, per order	$ 20.71 *
Transfer of Service Charge, per order	$ 7.02 *
Subsequent Service Order, per order	$ 6.97 *
Installation	
Unbundled Loop, per loop	$ 10.25 *
Unbundled Port, per port	$ 10.25 *
Loop Facility Charge, per order (See Note 1)	$ 7.68 *
Customer Service Record Search	$ 4.21 *

CUSTOM HANDLING

Coordinated Conversions:

ISO	$ 17.76 *
Central Office Connection	$ 9.43 *
Outside Facility Connection	$ 8.09 *

Hot Coordinated Conversions First Hour:

ISO	$ 23.91 *
Central Office Connection	$ 37.72 *
Outside Facility Connection	$ 32.36 *

Hot Coordinated Conversions per Additional Quarter Hour:

ISO	$ 4.88 *
Central Office Connection	$ 9.43 *
Outside Facility Connection	$ 8.37 *

Note 1: The Loop Facility Charge will apply when field work is required for establishment of a new unbundled loop service.

NON-RECURRING CHARGES - OTHER UNEs & Misc

LOCAL WHOLESALE SERVICES	Ordering 100% Manual	Ordering Semi-Mech.	Provisioning Initial Unit	Provisioning Addt'l Unit
UNBUNDLED NID*				
Exchange – Basic	$ 27.06	$ 18.83	$ 33.99	N/A
UNBUNDLED SUB-LOOP*				
Exchange - FDI Feeder Interconnection - Initial	$ 36.32	$ 26.88	$ 46.20	$ 24.97
Exchange - FDI Feeder Interconnection - Subsequent	$ 15.01	$ 11.83	$ 16.99	$ 7.22
Exchange - FDI Distribution Interconnection - Initial	$ 36.32	$ 26.88	$ 61.90	$ 30.36
Exchange - FDI Distribution Interconnection - Subsequent	$ 15.01	$ 11.83	$ 16.99	$ 7.22
Exchange - Serving Terminal Interconnection - Initial	$ 36.32	$ 26.88	$ 28.99	$ 15.51
Exchange - Serving Terminal Interconnection - Subsequent	$ 15.01	$ 11.83	$ 13.23	$ 6.41
UNBUNDLED DARK FIBER*				
Advanced - Service Inquiry Charge	$405.87	$405.65	N/A	N/A
Advanced - Interoffice Dedicated Transport - Initial	$ 64.80	$ 64.57	$267.28	$224.68
Advanced - Unbundled Loop - Initial	$ 64.80	$ 64.57	$261.86	$220.43
Advanced - Sub-Loop Feeder - Initial	$ 64.80	$ 64.57	$261.86	$220.43
Advanced - Sub-Loop Distribution - Initial	$ 64.80	$ 64.57	$264.84	$216.19
ENHANCED EXTENDED LINK (WITH MANUAL AND SEMI-MECHANIZED OPTIONS)*				
Advanced - Basic - Initial	$ 88.39	$ 56.13	$397.31	N/A
Advanced - Basic - Subsequent	$ 38.02	$ 21.89	$ 49.53	N/A
DS0 - Initial	$ 88.39	$ 56.13	$482.99	N/A
DS0 - Subsequent	$ 38.02	$ 21.89	$ --	N/A
DS1/DS3 - Initial	$ 97.94	$ 65.68	$384.08	N/A
DS1/DS3 - Subsequent	$ 38.02	$ 21.89	$ 9.90	N/A
LOOP CONDITIONING[5]* **(No charge for loops 12,000 feet or less)**				
Loop Conditioning - Bridged Tap	N/A	N/A	$318.71	$ 34.88
Loop Conditioning - Load Coils	N/A	N/A	$249.91	$ --
Loop Conditioning - Load Coils / Bridged Tap	N/A	N/A	$568.62	$ 34.88

[5] These charges are interim and subject to retroactive true-up back to the Effective Date of this adoption of the Verizon California terms.

UNE PLATFORM*

Exchange - Basic - Initial	$ 31.57	$ 22.13	$ 28.23	$ 26.58
Exchange - Basic - Subsequent	$ 16.44	$ 13.26	$ 1.08	$ 1.08
Exchange - Basic - Changeover	$ 19.93	$ 15.54	$ 0.90	$ 0.90
Exchange - Complex Non-Digital - Initial	$ 41.35	$ 27.53	$162.41	$ 31.70
Exchange - Complex Non-Digital - Subsequent (Port Feature)	$ 16.44	$ 13.26	$ 5.89	$ 5.89
Exchange - Complex Non-Digital - Subsequent (Switch Feature Group)	$ 20.82	$ 13.26	$ 22.73	$ 22.73
Exchange - Complex Non-Digital - Changeover (As Is)	$ 22.35	$ 17.96	$ 3.61	$ 3.61
Exchange - Complex Non-Digital - Changeover (As Specified)	$ 30.08	$ 21.31	$ 20.97	$ 3.61
Exchange - Complex Digital - Initial	$ 41.35	$ 27.53	$205.75	$ 28.18
Exchange - Complex Digital - Subsequent (Port Feature)	$ 16.44	$ 13.26	$ 5.15	$ 5.15
Exchange - Complex Digital - Subsequent (Switch Feature Group)	$ 20.82	$ 13.26	$ 22.73	$ 22.73
Exchange - Complex Digital - Changeover (As Is)	$ 22.35	$ 17.96	$ 4.18	$ 4.18
Exchange - Complex Digital - Changeover (As Specified)	$ 30.08	$ 21.31	$ 80.98	$ 4.18
Advanced - Complex - Initial	$ 48.35	$ 34.53	$681.24	$303.66
Advanced - Complex - Subsequent	$ 20.82	$ 13.26	$ 65.81	$ 48.47
Advanced - Complex - Changeover (As Is)	$ 24.06	$ 19.67	$ 51.51	$ 34.17
Advanced - Complex - Changeover (As Specified)	$ 37.08	$ 28.31	$ 82.31	$ 64.97

DEDICATED TRANSPORT*

Advanced - Basic - Initial	$ 95.49	$ 63.01	$428.58	N/A
Advanced - Basic - Subsequent	$ 45.12	$ 28.77	$ 58.20	N/A
Advanced - Complex - Initial	$105.04	$ 72.56	$584.49	N/A
Advanced - Complex - Subsequent	$ 45.12	$ 28.77	$ 86.80	N/A

SIGNALING SYSTEM 7 (SS7)*

Facilities and Trunks - Initial	$237.67	$205.19	$568.54	N/A
Facilities and Trunks - Subsequent (with Engineering Review)	$ 71.58	$ 55.23	$213.12	N/A
Facilities and Trunks - Subsequent (w/o Engineering Review)	$ 71.58	$ 55.23	$ 67.28	N/A
Trunks Only - Initial	$126.13	$ 93.65	$505.41	N/A
Trunks Only - Subsequent (with Engineering Review)	$ 49.46	$ 33.11	$202.03	N/A
Trunks Only - Subsequent (w/o Engineering Review)	$ 49.46	$ 33.11	$ 67.28	N/A
STP Ports (SS7 Links)	$237.67	$205.19	$438.81	N/A
Entrance Facility/Dedicated Transport DS0 - Initial	$ 95.49	$ 63.01	$390.08	N/A
Entrance Facility/Dedicated Transport DS0 - Subsequent	$ 45.12	$ 28.77	$ 58.20	N/A
Entrance Facility/Dedicated Transport DS1/DS3 - Initial	$105.04	$ 72.56	$515.03	N/A
Entrance Facility/Dedicated Transport DS1/DS3 - Subsequent	$ 45.12	$ 28.77	$ 86.80	N/A

CUSTOMIZED ROUTING	BFR	BFR	BFR	BFR

EXPEDITES*

Exchange Products	$ 3.36	$ 3.36	N/A	N/A
Advanced Products	$ 25.80	$ 25.80	N/A	N/A

OTHER*

CLEC Account Establishment (per CLEC)	$166.32	$166.32	N/A	N/A

Application of NRCs

Preordering:

CLEC Account Establishment is a one-time charge applied the first time that Cox orders any service from the Verizon California terms.

Customer Record Search applies when Cox requests a summary of the services currently subscribed to by the end-user.

Ordering and Provisioning:

Initial Service Order (ISO) applies to each Local Service Request (LSR) and Access Service Request (ASR) for new service. Charge is Manual (e.g. for a faxed order) or Semi-Mechanized (e.g. for an electronically transmitted order) based upon the method of submission used by the CLEC.

Subsequent Service Order applies to each LSR/ASR for modifications to an existing service. Charge is Manual or Semi-Mechanized based upon the method of submission used by the CLEC.

Advanced ISO applies per LSR/ASR when engineering work activity is required to complete the order.

Exchange ISO applies per LSR/ASR when no engineering work activity is required to complete the order.

Provisioning – Initial Unit applies per ISO for the first unit installed. The Additional Unit applies for each additional unit installed on the same ISO.

Basic Provisioning applies to services that can be provisioned using standard network components maintained in inventory without specialized instructions for switch translations, routing, and service arrangements.

Complex Provisioning applies to services that require special instruction for the provisioning of the service to meet the customer's needs.

Examples of services and their Ordering/Provisioning category that applies:

Exchange-Basic: 2-Wire Analog, 4-Wire Analog, Standard Sub-Loop Distribution, Standard Sub-Loop Feeder, Drop and NID.

Exchange-Complex: Non-loaded Sub-Loop Distribution, Non-load Sub-Loop Feeder, Loop Conditioning, Customized Routing, ISDN BRI Digital Line Side Port and Line Sharing.

Advanced-Basic: 2-Wire Digital Loop, 4-Wire Digital Loop

Advanced-Complex: DS1 Loop, DS3 Loop, Dark Fiber, EELs, and ISDN PRI Digital Trunk Side Port

Conditioning applies in addition to the ISO, for each Loop or Sub-Loop UNE for the installation and grooming of Conditioning requests.

DS1 Clear Channel Capability applies in addition to the ISO, per DS1 for the installation and grooming of DS1 Clear Channel Capability requests.

Changeover Charge applies to UNE-P and EEL orders when an existing retail, resale, or special access service is already in place.

Service Inquiry – Dark Fiber applies per service inquiry when a CLEC requests Verizon to determine the availability of dark fiber on a specific route.

Custom Handling (These NRCs are in addition to any Preordering or Ordering and Provisioning NRCs):

Service Order Expedite applies if Cox requests service prior to the standard due date intervals and the expedite request can be met by Verizon.

Coordinated Conversion applies if Cox requests notification and coordination of service cut-over prior to the service becoming effective.

Hot Coordinated Conversion First Hour applies if Cox requests real-time coordination of a service cut-over that takes one hour or less.

Hot Coordinated Conversion Per Additional Quarter Hour applies, in addition to the Hot Coordinated Conversion First Hour, for every 15-minute segment of real-time coordination of a service cut-over that takes more than one hour.

III. Rates and Charges for 911

TBD.